

**NORTH DAKOTA AGRICULTURAL EXPERIMENT STATION  
SEED INCREASE AGREEMENT**



Variety \_\_\_\_\_

This Agreement is between the \_\_\_\_\_ Association (the ASSOCIATION)

on behalf of the North Dakota Agricultural Experiment Station (the NDAES) and \_\_\_\_\_ (the GROWER),

whose address is \_\_\_\_\_ for the purchase

Address City State Zip

increase and conditioning as well as any distribution, sale or disposition of the seed produced of the above named variety. Purchase of this seed by the GROWER is for the sole purpose of participating in the North Dakota Seed Increase Program to produce Registered or Certified seed of crop varieties maintained by the NDAES in the state of North Dakota.

1. The ASSOCIATION agrees to provide GROWER with \_\_\_\_\_ bushels/pounds (specify units) of the variety named above from the seed allocation received by the ASSOCIATION from the NDAES.
2. In consideration for receiving said seed allocation, GROWER agrees to pay \$ \_\_\_\_\_ per bushel/pound (specify units) for a total of \$ \_\_\_\_\_ due when the Seed Increase Agreement is signed. Checks shall be payable to the Foundation Seed Stocks Project.
3. GROWER agrees to pay an ASSOCIATION fee established by the North Dakota Crop Improvement and Seed Association (the NDCISA) on each bushel/pound of the increase which is sold as seed or retained by GROWER for planting as well as any other fees, levies or royalties applicable to the variety.
4. By signing this agreement GROWER gives permission to North Dakota Crop Improvement & Seed Association (NDCISA) to access certification files relevant to this production and authorizes the ND State Seed Department (NDSSD) to provide these records to NDCISA.
5. ASSOCIATION and GROWER further agree to the additional CONDITIONS OF THE AGREEMENT below.

Date \_\_\_\_\_

Signed \_\_\_\_\_  
(Association Representative)

Witness \_\_\_\_\_

Signed \_\_\_\_\_  
(Grower)

Witness \_\_\_\_\_

**CONDITIONS OF THE AGREEMENT**

1. Acceptance of this contract by GROWER and ASSOCIATION constitutes notice that this variety will be protected under the Plant Variety Protection Act. Any seed produced can be sold only as a class of certified seed unless notified otherwise by NDAES. GROWER agrees to apply to the ND State Seed Department for field inspection and seed certification.
2. GROWER agrees to comply with ND Seed Certification Standards pertaining to field selection and any other standards contained in the ND State Seed Dept Bulletin No. 51 and will follow good crop production and management practices in order to maximize seed production. GROWER will apply to ND State Seed Dept by their specified field inspection application deadline date and, except in the case of crop failure or failure to pass field inspection, will fulfill the requirements for final certification by January 15, \_\_\_\_\_. GROWER is responsible for all fees associated with the certification process and will obtain a seed tax permit.
3. GROWER shall notify ASSOCIATION if the increase fails field inspection or of any other conditions which might warrant abandonment of the crop for seed increase purposes. ASSOCIATION shall have sole right to authorize abandonment of crop by GROWER for seed purposes or to make recommendations to GROWER of additional measures to take to salvage the crop. If at any time the increase shall be deemed by ASSOCIATION as unfit for seed or fails final certification for any reason, ASSOCIATION must direct that the entire lot be sold as commercial grain so that variety identity is lost. GROWER will provide ASSOCIATION with proof of disposal.
4. GROWER will provide ASSOCIATION, no later than September 1, or as soon as practical following harvest, with information pertaining to crop yield, quality and any other seed characteristics.
5. GROWER will condition and store the seed in bags, bulk or mini-bulk, as directed by ASSOCIATION, in accordance with certification requirements. ASSOCIATION has the right to require re-conditioning or any additional cleaning of the seed, if necessary, to meet certification requirements. Any clean-out generated during conditioning must be disposed of and may not be used for seed. Conditioning of some seed increase may require seed treatment if specified by ASSOCIATION or NDAES.
6. ASSOCIATION has the option of allocating or directing distribution of 100% of the certified seed produced under this Agreement. GROWER will cooperate with and assist ASSOCIATION in sales, delivery and distribution of seed. Sales shall be limited to ASSOCIATION members until February 1, \_\_\_\_\_ for spring-seeded crops (September 1 for all-seeded crops). After said date, sales may be made outside ASSOCIATION membership. Any seed buyer shall be informed that the variety will be protected under the Plant Variety Protection Act. No seed may be sold or moved into Canada or outside the USA without written permission from the NDSU Research Foundation.
7. A retail selling price, including a GROWER premium and any other levies or royalties, will be set by the NDAES during October \_\_\_\_\_ for spring-seeded crops (during July for fall-seeded crops). The retail selling price established by NDAES does not include the ASSOCIATION fee required by par. 10 below, any seed treatment costs or bagging costs. The retail selling price remains effective until July 1, \_\_\_\_\_.
8. Following the February 1 release date specified in par. 6, the ASSOCIATION and GROWER may agree to sell any remaining seed to a wholesale or retail seed outlet in North Dakota so long as a Wholesale Purchase Agreement, as required by NDAES, is completed and the buyer agrees to sell the seed at the retail selling price established by NDAES until the July 1 date specified in par. 7.
9. ASSOCIATION and GROWER agree to sell all of the seed increase at the retail selling price established by the NDAES unless (a) the crop is abandoned for seed purposes and is directed to an elevator under par. 3; or (b) the sale is made after the release date specified in par. 7; or (c) the sale is to a wholesale or retail seed outlet that has signed a Wholesale Purchase Agreement as required by paragraph 8:
10. GROWER agrees to pay an ASSOCIATION fee, in accordance with current NDCISA Resolutions, on each bushel/pound (specify units) sold as seed or used by GROWER. Said fee shall be collected from GROWER by the ASSOCIATION. Fifty percent of said ASSOCIATION fee shall be sent to the ND Crop Improvement and Seed Association. Any other fees, levies or royalties included in the retail selling price shall be paid by GROWER and forwarded according to instructions. GROWER retains all remaining income from seed sales.
11. The grower agrees not to request commodity check off refunds.